recover compensation on the ground that the defendant was chargeable with knowledge that England and Germany were at war.

The words "arising out of the employment" as found in the Workmen's Compensation Act are descriptive of the character and quality of the accident and refer to origin or cause. *Hills v. Blair* (1914) 182 Mich. 20; *Fitzgerald v. Clark & Son* [1908] 2 K. B. 796. The criterion is not that other persons are exposed to the same dangers but rather that the employment renders the servant peculiarly subject to the danger. *Symmonds v. King* (1915) 8 B. W. C. C. 189. The principal case follows those courts which hold that the words "arising out of" make it a condition precedent to the right to recover compensation that the accident shall have resulted from a risk which might have been contemplated by a reasonable person as incidental to the employment. *Bryant v. Fissell* (1913) 84 N. J. L. 72; *Collins v. Collins* [1907] 2 I. R. 104; *Blake v. Head* (1912) 106 L. T. R. 822; *Coronado Beach Co. v. Pillsbury* (1916) 158 Pac. (Cal.) 212. The danger of the destruction of the ship by a submarine was one to be reasonably apprehended by the defendant. When it is considered that the purpose of the act is to relieve a social condition, it is difficult to see why so much stress is laid upon the subjective test. Whether the business caused the injury depends on the sequence of events and, from that point of view, the test should be an objective one.

R. L. S.

SPECIFIC PERFORMANCE—OBLIGATION TO CONVEY REAL ESTATE—DECEDENT'S ESTATE.—THOMAS V. HEDDON (1916) 114 N. E. (IND.) 218.—One McNaughton leased premises to Thomas with the option to purchase for $17,000 at the expiration of the lease. McNaughton died testate but without providing for conveyance. Subsequently the option was exercised and tender made both to the executor and the heirs. Then this action was brought for specific performance. The Indiana statute (Burns' Ann. St., secs. 2897-2900) provides that where a decedent has contracted for conveyance, his executor may file a petition to have a commissioner appointed to convey and thereafter maintain an action for the purchase money. *Held,* that under this statute it was the duty of the executor to petition for conveyance by a commissioner when there is doubt as to who should receive the payment and that the lessee might secure the appointment of a commissioner by filing a bill for specific performance.

The Indiana statute does not expressly cover the case of an option. It provides for cases of title-bonds or contracts. Furthermore, if the statute did include options, rights under it would not extend to the lessee, they being conferred expressly on the executor. Peculiarly enough, the statutes of most states provide only for exactly the reverse situation, being thereby a sort of legal complement to the Indiana statute. (1902) Mass. Rev. Laws, chap. 148, sec. 1; (1911) Wis. Sts., secs. 3907-3912; (1905) Minn. Rev. Laws, secs. 3777-3780; (1910) Okl. Rev. Laws, secs. 6410-6414; (1911) Tex. Rev. Civ. Sts., arts. 3518-3520. In the principal case the whole transaction may be regarded as a single contract, tender of purchase money being

a condition precedent. See Arthur L. Corbin, Option Contracts (1914) 23 YALE LAW JOURNAL, 650. Even assuming this reasoning, the Indiana court would seem in effect to have legislated on behalf of the lessee, but it has thereby doubtless accomplished the general purpose of the legislature. One question was raised in the case but not decided by the court, namely, as between the executor and the heirs of the lessor, who should receive the purchase money? The English and American rule regards land subject to option as converted into personalty, although there is some difference of opinion as to when the conversion takes place, whether at the time of the agreement or when the option is exercised. Under this rule of fictitious conversion, therefore, the decisions favor the executor. *Townley v. Bedwell* (1808) 14 Ves. 591; *Kerr v. Day* (1850) 14 Pa. St. 112; *Newport W. Wks. v. Sisson* (1893) 18 R. I. 411; *Clapp v. Tower* (1903) 11 N. D. 556. Ohio adopts the opposite view, however, to the profit of the heir, and in the case of an option much can be said for this position. *Smith v. Lowenstein* (1893) 50 Oh. St. 346. In a very recent case the court, after reviewing the authorities and considering numerous arguments, decided in accordance with the Ohio rule. *Ingraham v. Chandler* (1917) 161 N. W. (Ia.) 434.

M. S. B.

STATUTES—WHITE SLAVE TRAFFIC ACT—CONSTRUCTION.—CAMINETTI v. UNITED STATES (1917) 37 SUP. CT. REP. 192.—The White Slave Traffic Act of June 25, 1910 (36 St. at L. 825, chap. 395; Comp. St. 1913, sec. 8813) made criminal the transportation, or the causing to be transported, or the obtaining, aiding, or assisting in the transportation in interstate commerce of women or girls for the purpose of prostitution, debauchery, or "for any other immoral purpose." *Held,* that the transportation of a woman in interstate commerce in order that she might be debauched, or become a mistress or concubine, although unaccompanied by the expectation of pecuniary gain, was a violation of the act. White, C. J., McKenna and Clark, JJ., *dissenting.*

The question in the case involved the meaning of the clause, "any other immoral purpose." In determining the meaning of a statute, the words, when clear, are decisive. *Lake County v. Rollins* (1888) 130 U. S. 662. The words in question, though clear in meaning, are general and uncertain in their application, and should be limited to those objects to which the legislature intended to apply them. *United States v. Palmer* (1818) 3 Wheat. (U. S.) 610. While it is the duty of the court to yield to the words of the statute, nevertheless, in determining what meaning it was intended to have, it is proper to consider its spirit, the object it was intended to subserve, and the evils it was intended to remedy. *United States v. Wiltberger* (1820) 5 Wheat. (U. S.) 76; *Mosle v. Bidwell* (1904) 130 Fed. 334. In the construction of a remedial statute, cases not within the reason, although within the letter of the statute, should not be taken to be within it. *Church of the Holy Trinity v. United States* (1891) 143 U. S. 457; *Mayor, etc., of Baltimore v. Root* (1855) 8 Md. 95. The holding of the majority judges in the principal case